In re: Joan Ariel Comas Joa Debtor Case No. 17-00882-JJT Chapter 13

CERTIFICATE OF NOTICE

District/off: 0314-5 User: CGambini Page 1 of 2 Date Rcvd: May 04, 2017 Form ID: pdf002 Total Noticed: 37

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Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on
May 06, 2017.
db
                   +Joan Ariel Comas Joa,
                                                  737 Garfield St.,
                                                                           Hazleton, PA 18201-2042
                   +Ana D. Romero, 737 Garfield St., Hazleton, PA 18201-2042
+BANK OF AMERICA, PO BOX 982238, EL PASO TX 79998-2238
4892887
                  ++BANK OF AMERICA,
4892889
                   (address filed with court: Bank of America,
                                                                              Bankruptcy Department,
                                                                                                                4161 Piedmont Pkwy.,
                   NC4-105-03-14, Greensboro, NC 27410)
+Capital One, PO Box 30285, Salt Lake
                                                          Salt Lake City, UT 84130-0285
4892892
4892893
                   +Chase, PO Box 15298, Wilmington DE 19850-5298
4892894
                   +Citibank, Box 6500,
                                                  Sioux Falls, SD 57117-6500
                   +ENDONTIC SPECIALISTS OF NEPA, 841 WYOMING AVE,
4892898
                                                                                     KINGSTON, PA 18704-3932
                   +ERC, P.O. Box 57547, Jacksonville, FL 32241-7547
4892899
                   +Greater Hazleton Joint Sewer Authority,
4892900
                                                                          500 Oscar Thomas Drive, P.O. Box 651,
                     Hazleton, PA 18201-0651
                   Hazleton, PA 18201-0651

+Hazleton, PA 18201-0651

+Hazle Township Refuse, P.O. Box 24, Lattimer Mines, PA 18234-0024

+Jairo Comas Joa, 739 Garfield St., Hazleton, PA 18201-2042

+Law offices of Tullio DeLuca, 381 N. 9th Avenue, Scranton, PA 18504-2005

+MARILYNS NO LIMIT TAX/TITLE/TAGS, 100 N. WILKES-BARRE BLVD., WILKES- BARRE, PA 18702-5253

+Macy's, Attn: Bankruptcy Processing, PO Box 8053, Mason, OH 45040-8053

+Marilynb's Tags/Title Multi Service, 100 N. Wilkes-Barre Blvd., Wilkes-Barre, PA 18702-5253
4892901
4892902
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4892907
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4892910
                   +Midland Funding, LLC, 2365 Northside Drive, Ste. 300, San Diego, CA 92108-2709
                   +NY State Dept. of Taxation & Finance, Bankruptcy Section, Albany, NY 12205-0300
4892911
                                                                                                  P.O. Box 5300,
                  +PRA Receivables Management, LLC, PO Box 41021, Norfolk, VA 23541-1021
+Pressler & Pressler, LLP, 7 Entin Road, Parsippany, NJ 07054-5020
++TOYOTA MOTOR CREDIT CORPORATION, PO BOX 8026, CEDAR RAPIDS IA 52408-8026
4893207
4892914
4892918
                   (address filed with court: Toyota Financial Services,
                                                                                           Attn: Bankruptcy Dept.,
                   P.O. Box 8026, Cedar Rapids, IA 52408)
+Toyota Motor Credit Corporation, PO Box 9013, Addison, Texas 75001-9013
+Verizon Bankruptcy Dept., 500 Technology Drive, Suite 550, Weldon Spri
4908005
4892919
                   +Verizon Bankruptcy Dept.,
                                                                                                      Weldon Spring, MO 63304-2225
Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center. 4892890 +E-mail/Text: ebn@squaretwofinancial.com May 04 2017 18:57:58 CACH, LLC,
                      4340 S. Monaco St., 2nd Fl., Denver, CO 80237-3485
4905179
                    E-mail/Text: ebn@squaretwofinancial.com May 04 2017 18:57:58
                                                                                                        CACH, LLC,
                                                                                                                        PO BOX 5980.
                     DENVER, CO 80217-5980
4908309
                   +E-mail/Text: bncmail@w-legal.com May 04 2017 18:57:52
                                                                                              COMENITY CAPITAL BANK,
                   C O WEINSTEIN & RILEY, PS, 2001 WESTERN AVENUE, STE 400, SEATTLE, WA 98121-3132 +E-mail/Text: bankruptcy@usecapital.com May 04 2017 18:58:10 Capital Accounts,
4892891
                   PO Box 140065, Nashville, TN 37214-0065
+E-mail/Text: bankruptcy_notifications@ccsusa.com May 04 2017 18:58:06
4892895
                     Credit Collection Services,
                                                           P.O. Box 607,
                                                                               Norwood, MA 02062-0607
                   +E-mail/Text: creditonebknotifications@resurgent.com May 04 2017 18:57:34
4892896
                                                                                                                       CreditOne,
                                           Las Vegas, NV 89193-8873
                     P.O. Box 98873,
                   +E-mail/Text: Bankruptcy.Consumer@dish.com May 04 2017 18:57:48
4892897
                                                                                                          Dish Network,
                     P.O. Box 9033, Littleton, CO 80160-9033
4892903
                    E-mail/Text: JCAP_BNC_Notices@jcap.com May 04 2017 18:57:56
                                                                                                      Jefferson Capital,
                     16 McLeland Road, Saint Cloud, MN 56303-2198
4911578
                    E-mail/Text: camanagement@mtb.com May 04 2017 18:57:40
                                                                                                M&T BANK,
                                                                                                                PO BOX 840,
                     Buffalo, NY 14240-0840
4892906
                    E-mail/Text: camanagement@mtb.com May 04 2017 18:57:40
                                                                                                M&T Bank,
                                                                                                               1100 Wehrle Drive,
                      Williamsville, NY 14221
4892912
                   +E-mail/PDF: cbp@onemainfinancial.com May 04 2017 18:54:10
                     OneMain Financial Bankruptcy Dept., P.O. Box 6042, Sioux Falls, SD 57117-6042
                    E-mail/PDF: PRA_BK2_CASE_UPDATE@portfoliorecovery.com May 04 2017 18:59:49
4892913
                                                                                                 Norfolk, VA 23502
                     Portfolio Recovery Associates LLC,
                                                                    120 Corporate Blvd,
                    E-mail/PDF: gecsedi@recoverycorp.com May 04 2017 18:54:09
                                                                                                    Synchrony Bank/JC Penney,
4892915
                      Attn: Bankruptcy Dept., P.O. Box 965060, Orlando, FL 32896-5060
4892916
                    E-mail/PDF: gecsedi@recoverycorp.com May 04 2017 18:54:29
                                                                                                   Synchrony Bank/Lowes,
                     Attn: Bankruptcy Dept., P.O. Box 965060,
                                                                              Orlando, FL 32896-5060
                    E-mail/PDF: gecsedi@recoverycorp.com May 04 2017 18:54:29
4892917
                                                                                                    Synchrony Bank/Wal-Mart,
                     Attn: Bankruptcy Dept., P.O. Box 965060,
                                                                              Orlando, FL 32896-5060
              ***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****
                   * BYPASSED RECIPIENTS (underiverable, +PRA Receivables Management, LLC, PO Box 41021, Norfolk, -737 D Pomero, 737 Garfield St., Hazleton, PA 18201-2042
cr*
                                                                                     Norfolk, VA 23541-1021
                   +Ana D.Romero, 737 Garfield St., Hazleton, PA 18201-2042
+Joan Ariel Comas Joa, 737 Garfield St., Hazleton, PA 18201-2042
4892888*
4892904*
4908006*
                   +Toyota Motor Credit Corporation, PO Box 9013, Addison, Texas 75001-9013
                                                                                                                      TOTALS: 0, * 4, ## 0
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Addresses marked $^{\prime}+^{\prime}$ were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

District/off: 0314-5 User: CGambini Page 2 of 2 Date Rcvd: May 04, 2017 Form ID: pdf002 Total Noticed: 37

***** BYPASSED RECIPIENTS (continued) *****

Addresses marked '++' were redirected to the recipient's preferred mailing address pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g)(4).

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: May 06, 2017 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on May 4, 2017 at the address(es) listed below:

Charles J DeHart, III (Trustee) dehartstaff@pamd13trustee.com, TWecf@pamd13trustee.com

James Warmbrodt on behalf of Creditor Toyota Motor Credit Corporation bkgroup@kmllawgroup.com

James Warmbrodt on behalf of Creditor LakeView Loan Servicing, LLC bkgroup@kmllawgroup.com

Tullio DeLuca on behalf of Debtor Joan Ariel Comas Joa tullio.deluca@verizon.net

United States Trustee ustpregion03.ha.ecf@usdoj.gov

TOTAL: 5

IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

YOUR RIGHTS WILL BE AFFECTED

(Indicate 1st, 2nd, 3rd, etc)

READ THIS PLAN CAREFULLY. If you oppose any provision of this plan you must file a timely written objection. This plan may be confirmed and become binding on you without further notice or hearing unless a written objection is filed before the deadline stated on the Notice issued in connection with the filing of the plan.

PLAN PROVISIONS

DISCHARGE: (Check one)

- (x) the Debtor will seek a discharge of debts pursuant to Section 1328(a).
- () the Debtor is not eligible for a discharge of debts because the Debtor has previously received a discharge described in Section 1328(f).

NOTICE OF SPECIAL PROVISIONS: (Check if applicable)

(X) this plan contains special provisions that are not included in the standard plan as approved by the U.S. Bankruptcy Court for the Middle District of Pennsylvania. Those provisions are set out in Section 8 of this Plan. Other than to insert text into the designated spaces or to expand the tables to include additional claims, the preprinted language of this form may not be altered. This does not mean that the Debtor is prohibited from proposing additional or different plan provisions in section 8. The Debtor may propose additional or different

plan provisions or specify that any of the provisions will not be applicable, provided however, that each such provision or deletion shall be set forth herein in section 8.

1. PLAN FUNDING AND LENGTH OF PLAN

A. Plan payments:

1. To date, the Debtor(s) has paid \$0.00 (enter \$0 if no payments have been made to the Trustee to date). Debtor(s) shall pay to the Trustee for the remaining term of the plan the following payments. If applicable, in addition to monthly plan payments, Debtor(s) shall make conduit payments through the Trustee as set forth below. The total base plan is \$58,260.00 plus other payments and property stated in Paragraph B below:

Start mm/yy	End mm/yy	Plan Payment	Estimated Conduit Payment	Total Payment
04/17	03/21	\$971.00		\$58,260.00
				\$58,260.00

- 2. If the plan provides for conduit mortgage payments, and the mortgagee notifies the Trustee that a different payment is due, the Trustee shall notify the Debtor and the attorney for the Debtor, in writing, to adjust the conduit payments and the plan funding accordingly. Debtor(s) is responsible for all post-petition mortgage payments due prior to the initiation of conduit mortgage payments.
- 3. Debtor(s) shall take appropriate action to ensure that all applicable wage attachments are adjusted to confirm to the terms of the plan.
- 4. CHECK ONE: (x) Debtor(s) is at or under median income
 () Debtor(s) is over median income. Debtor(s) calculates that a minimum of \$0.00 must be paid to unsecured, non-priority creditors in order to comply with the Means Test.

B. <u>Liquidation of Assets</u>

1. In addition to the above specified plan payments, Debtor(s) shall dedicate to the plan proceeds in the estimated amount of from the sale of property known and designated as . All sales shall be completed by If the property does not sell by the date specified, then the disposition of the property shall be as follows:

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2. Other payments from any source(s) (describe specifically) shall be paid to the Trustee as follows:

N/A

3. The Debtor estimates that the liquidation value of this estate is \$0.00 (Liquidation value is calculated as the value of all non-exempt assets after the deduction of valid liens and encumbrances and before the deduction of the Trustee fees and priority claims.

2. SECURED CLAIMS

A. <u>Pre-Confirmation Distributions</u>. Adequate protection and conduit payments in the following amounts will be paid by the Debtor to the trustee. The Trustee will disburse these payments for which a proof of claim has been filed as soon as practicable after receipt of said payments from the Debtor

Name of Creditor	Address	Account #	Estimated Monthly Payment

The Trustee will not make a partial payment. If the Debtor makes a partial plan payment, or if it is not paid on time and the Trustee is unable to pay timely a payment due on a claim in this section, the Debtor's cure of this default must include any applicable late charges.

Upon receipt, Debtor shall mail to the Trustee all notices from mortgagees including statements, payment coupons, impound and escrow notices, and notices concerning changes o the interest rate on variable interest rate loans. If any such notice informs the Debtor that the amount of the payment has increased or decreased, the change in the plan payment to the Trustee will not require modification of this plan.

B. Mortgages and Other Direct Payments by Debtor. Payments will be made outside the plan according to the original contract terms, with no modification of contract terms, unless otherwise agreed to by the contracting parties, and with liens retained. All mortgage and other lien claim balances survive the plan if not avoided or paid in full under the plan.

Name of Creditor	Description of Collateral	Contractual Monthly Payment	Principal Balance of Claim
Toyota Financial Services Attn: Bankruptcy Dept. P.O. Box 8026 Cedar Rapids, IA 52408 Acct#1179	2011 Toyota RAV	\$368.11	\$7,812.00
Toyota Financial Services Attn: Bankruptcy Dept. P.O. Box 8026 Cedar Rapids, IA 52408 Acct#7001	2007 Toyota Camry	\$308.62	\$7,962.00

C. <u>Arrears</u>. The Trustee shall distribute the amount of pre-petition arrearages set forth in the allowed proof of claim to each secured creditor set forth below. If the Debtor of the Trustee objects to a Proof of Claim and the Objection is sustained, or if the plan provides for payment of amounts greater that the allowed Proof of Claim, the creditor's claim will be paid in the amount allowed by the Court.

Name of Creditor	Description of Collateral	Estimated Pre-petition Arrears to be Cured	Estimated Post- Petition arrears to be cured	Estimated Total to be paid in plan
Toyota Financial Services Attn: Bankruptcy Dept. P.O. Box 8026 Cedar Rapids, IA 52408 Acct#1179	2011 Toyota RAV	\$1,092.44	NA	\$1,092.44
Toyota Financial Services Attn: Bankruptcy Dept. P.O. Box 8026 Cedar Rapids, IA 52408 Acct#7001	2007 Toyota Camry	\$915.82	NA	\$915.82

D. Secured Claims Paid According to Modified Terms. These amounts will be paid in the plan according to modified terms, and liens retained until entry of discharge. The excess of the creditor's claim will be treated as an unsecured claim. Any claim listed as "NO VALUE" in the "Modified Principal Balance" column below will be treated as an unsecured claim. THE LIENS WILL BE AVOIDED OR LIMITED THROUGH THE PLAN OR DEBTOR(S) WILL FILE AN ADVERSARY ACTION TO DETERMINE THE EXTENT, VALIDITY, AND PRIORITY OF THE LIEN (Select method in last column):

Name of Creditor	Description of collateral	Modified Principal Balance	Interest Rate	Total Payment	Plan* or Adversa ry Action
M&T Bank 1100 Wehrle Drive Williamsville, NY 14221 Acct#4268	737-739 Garfield St., Hazleton PA 18201 Duplex	\$44,100.00	4% \$4,630.00	\$48,730.00	Plan

*"PLAN" INDICATES THAT THE DEBTOR(S) PROPOSES TO AVOID OR LIMIT THE LIEN OF THE CREDITOR IN THIS PLAN. CONFIRMATION OF THE PLAN SHALL CONSTITUTE A FINDING OF VALUATION PURSUANT TO SECTION 506(a). NO ADVERSARY COMPLAINT OR MOTION WILL BE FILED AND THE LIEN WILL BE AVOIDED BY A CONFIRMATION ORDER UPON DISCHARGE. IF THE CREDITOR WISHES TO CONTEST THE AVOIDANCE OF THE LIEN, THE CREDITOR MUST FILE AN OBJECTION TO THIS PLAN. OTHERWISE, CONFIRMATION OF THE PLAN WILL AVOID THE LIEN UPON DISCHARGE.

E. Other Secured Claims. (Including conduit payments)

Name of Creditor	Description of collateral	Principal balance of Claim	Interest Rate	Total to be paid in the plan
Greater Hazleton Joint Sewer Authority	737 Garfield St., Hazleton PA 18201	\$356.00	Zero	\$356.00
Hazle Township Refuse	737 Garfield St., Hazleton PA 18201	\$146.00	Zero	\$146.00

F. <u>Surrender of Collateral</u>: Debtor(s) surrenders the following assets to secured creditors. Upon confirmation of the plan, bankruptcy stays are lifted as to the collateral to be surrendered. This provision does not prejudice a creditor's right to move to lift the stay prior to confirmation.

Name of Creditor	Description of collateral to be Surrendered
Toyota Financial Services Attn: Bankruptcy Dept. P.O. Box 8026 Cedar Rapids, IA 52408 Acct#9807	2010 Toyota

G. <u>Lien Avoidance</u>. The Debtor moves to avoid the following judicial and/or nonpossessory, non-purchase money liens of the following creditors pursuant to Section 522(f) (this section should not be used for statutory or consensual liens such as mortgages):

Name of Creditor	Description of collateral

- H. Optional provisions regarding duties of certain mortgage holders and servicers.
 Property of the estate vests upon closing of the case, and Debtor elects to include the following provision (Check if applicable)
- (X) Confirmation of the Plan shall impose an affirmative duty on the holders and/or servicers of any claims secured by liens, mortgages and/or deeds of trust on the principal residence of the Debtor to do the following:
 - (1) Apply the payments received from the Trustee on the pre-petition arrearage, if any, only to such arrearage. If the plan provides for an allowed payment of post-petition arrearages as set forth in Section 2C, apply those payments to only the post-petition arrearages.
 - (2) Deem the pre-petition arrearage as contractually current upon confirmation of the plan, for the sole purpose of precluding the imposition of late payment charges or other default-related fees and services based solely on the pre-petition default or defaults.
 - (3) Apply the post-petition monthly mortgage payments made by the Debtor to the post-petition mortgage obligations as provided for by the terms of the underlying mortgage note. Late charges may be assessed on post-petition payments as provided by the terms of the mortgage and note.

3. PRIORITY CLAIMS

A. Allowed unsecured claims entitled to priority under section 1322(a) will be paid in full unless modified under paragraph 8:

Name of	Creditor			Esti	mated Total Pa	nyment	
В.	Admini	strative Claims:	<u> </u>				
	(1)	Trustee fees.	_	-	yable to the trustee		
	(2)	Attorney fees.	Check one box:				
		(x)	In addition to the retainer of \$ 1,000.00. Already paid by the Debtor, the amount of \$3,000.00 in the plan. This represents the unpaid balance of the presumptively reasonable fee specified in L.B.R. 2016-2.				
		()	\$ per hour, to be adjusted in accordance with the terms of the written fee agreement between the Debtor and the attorney. Payment of such lodestar compensation shall require a separate fee application with the requested amount of compensation approved by the Court.				
	(3)	Other administ	rative claims:				
Name of	Creditor			Esti	mated Total Pa	yment	
4. UI	NSECURED	CLAIMS					
Α.	claims,		ed unsecured d	lebts,	Specially Class that will be paid		des unsecured n though all other
Name of Creditor Reason for Special Classification				Amount of Claim	Interest Rate	Total Payment	

- B. <u>Claims of General Unsecured Creditors</u>. All remaining allowed unsecured claims shall receive a pro-rata distribution of any funds remaining after payment of the other classes.
- **5. EXECUTORY CONTRACTS AND UNEXPIRED LEASES**. The following executory contracts and unexpired leases are assumed (and pre-petition arrears to be cured in the plan) or rejected (so indicate):

Name of	Description	Monthly	Interes	Pre-petition	Total	Assume/
Creditor	of Collateral	Payment	t Rate	Arrears	Payment	Reject

Jairo Comas	739 Garfield	\$500.00	None	None	None	Assume
Joa	St., Hazleton,					
	PA 18201					

6. REVESTING OF PROPERTY: (Check One)

- () Property of the estate will vest in the Debtor upon confirmation.(Not to be used with paragraph 2H)
- (x) Property of the estate will vest in the Debtor upon closing of the case.

7. STUDENT LOAN PROVISIONS

A. <u>Student loan provisions</u>. This plan does not seek to discharge student loan(s) except as follows: (NOTE: If you are not seeking to discharge a student loan(s), do not complete this section:

Name of Creditor	Monthly Payment	Interest Rate	Pre-petition Arrears	Total Payment

8. Other Plan Provisions

A. Include the additional provisions below or on an attachment. (NOTE: The Plan and any attachment must be filed as one document, not as a plan and exhibit.)

The following is a summary of the creditors and amounts to be paid by the Trustee pursuant to this Plan:

Chapter 13 Trustee \$ 3,887.81(est.) Tullio DeLuca, Esq., \$ 3,000.00

M& T Bank \$ 48,730.00(allowed secured claim)

Toyota Financial Services \$ 1,092.44 Toyota Financial Services \$ 915.82

Greater Hazleton Joint Sewer Auth., \$ 356.00 (allowed secured claim)
Hazle Township Refuse \$ 146.00 (allowed secured claim)

Unsecured Creditors - pro rata basis \$ 131.93 Total: \$ 58,260.00

The Chapter 13 Trustee payment shall be made to the following address:

CHARLES J. DEHART, III, ESQ. P.O. BOX 7005 LANCASTER, PA 17604

*** Debtor shall maintain and make direct payments on homeowners insurance and real estate taxes during the pendency of the Plan on the duplex real property.

9. ORDER OF DISTRIBUTION:

Payments from the plan will me made by the trustee in the following order:

Level 1:		
Level 2:		
Level 3:		
Level 4:		
Level 5:		
Level 6:		
Level 7:		
Level 8:		

If the above Levels are not filled-in, then the order of distribution of plan payments will be determined by the Trustee using the following as a guide:

- Level 1: Adequate protection payments.
- Level 2: Debtor's attorney's fees.
- Level 3: Domestic Support Obligations.
- Level 4: Secured claims, pro rata. Level 5: Priority claims, pro rata.
- Level 6: Specially classified unsecured claims.
- Level 7: General unsecured claims.
- Level 8: Untimely filed unsecured claims to which the Debtor has not objected.

GENERAL PRINCIPLES APPLICABLE TO ALL PLANS

All pre-petition arrears and cramdowns shall be paid to the trustee and disbursed to creditors through the plan.

If a pre-petition creditor files a secured, priority or specially classified claim after the bar date, the trustee will treat the claim as allowed, subject to objection by the Debtor. Claims filed after the bar date that are not properly served on the trustee will not be paid. The Debtor is responsible for reviewing claims and filing objections, if appropriate.